PRIVATE FINANCIAL RECORDS PROTECTION AGREEMENT

This Private Financial Records Protection Agreement (the "Agreement") is entered into and made effective as of ____________________, by and between:

Disclosing Party: ____

Receiving Party: ____

1. PURPOSE

The Disclosing Party possesses certain proprietary financial information, records, and related documentation that are confidential and non-public. The Receiving Party wishes to review this information solely for the purpose of ____. The Disclosing Party agrees to share this information subject to the terms and conditions of this Agreement to ensure its strict protection and confidentiality.

2. DEFINITION OF PROPRIETARY FINANCIAL INFORMATION

For purposes of this Agreement, "Proprietary Financial Information" shall include, but is not limited to, tax returns, balance sheets, profit and loss statements, bank statements, financial projections, investment portfolios, debt structures, transaction histories, revenue records, and any other financial data disclosed either orally, visually, in writing, or in electronic format by the Disclosing Party.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- Hold all Proprietary Financial Information in the strictest confidence and take all reasonable precautions to prevent unauthorized access or disclosure.
- Use the Proprietary Financial Information solely for the authorized purpose outlined in Section 1 of this Agreement.
- Restrict access to the Proprietary Financial Information to only those employees, advisors, or representatives who have a legitimate "need to know" and who are bound by confidentiality obligations no less restrictive than those contained herein.
- Not copy, reproduce, or store the Proprietary Financial Information except as absolutely necessary to fulfill the permitted purpose.

4. PERMITTED DISCLOSURES

The Receiving Party may disclose Proprietary Financial Information if required to do so by applicable law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure, allowing the Disclosing Party the opportunity to seek a protective order or other appropriate remedy.

5. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Disclosing Party, or immediately upon the termination of the business relationship or purpose described herein, the Receiving Party shall promptly return to the Disclosing Party or, at the Disclosing Party's option, destroy all physical and electronic copies of the Proprietary Financial Information and certify such destruction in writing to the Disclosing Party.

6. TERM AND TERMINATION

The obligations of confidentiality under this Agreement shall survive the termination of this Agreement and shall remain in effect for a period of __________ years from the date of disclosure, or until such time as the Proprietary Financial Information becomes publicly known through no fault of the Receiving Party.

7. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. In the event of a breach or threatened breach, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of ____________________, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Private Financial Records Protection Agreement as of the date first written above.

DISCLOSING PARTY	**RECEIVING PARTY**
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Print Name	Print Name
______________________________	______________________________
Title	Title
______________________________	______________________________
Date	Date